

**AGREEMENT**

**Between**

**The Department of Corrections**

**State of Missouri**

**and**

**The Missouri Corrections Officers Association (MOCOA)**

**February 1, 2007 through January 31, 2011**

**Extended through August 31, 2012**

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## **ARTICLE 1 RECOGNITION**

### **Section 1.1**

Employer recognizes the Missouri Corrections Officers Association as the exclusive bargaining representative for all eligible employees described below for the purpose of meeting and conferring pursuant to the statutory provisions of Sections 105.500— 105.530 RSMo.

### **Section 1.2**

The Scope of this unit is described to include all eligible employees in facilities or assigned to units operated by the Department of Corrections of the State of Missouri who are employed only in the classifications of Corrections Officer I and Corrections Officer II but excluding those who are managerial, confidential, part-time, temporary, emergency and provisional or who are otherwise excluded by law, or who occupy classifications not listed in this Article. The inclusion of original probationary employees in this unit is not intended to accord such employees with the same status or rights as those of regular full time employees.

### **Section 1.3**

In the future should new classifications be established by the Personnel Advisory Board and utilized by the Department, upon request from the Association, the parties hereto shall meet, con-fer and discuss to determine whether such positions are to be included in this bargaining unit. If a decision cannot be reached the issue shall be resolved by the Department of Labor and Industrial Relations pursuant to its rules.

### **Section 1.4**

Employer will not meet or confer with any other union or employee association with reference to changes or improvements in terms and conditions of employment of employees.

### **Section 1.5**

In accordance with Department of Corrections policy, D1-2.1(E)(2) when new or revised policies and procedures are issued, each work location will post the procedure and accompanying memorandums for 30 days on major bulletin boards to which all staff have access.

### **Section 1.6**

For the purposes of this resolution, a representative is a person authorized by an employee or a group of employees to provide advice and assistance to the employee or group of employees as determined by department policy or this resolution. The representative is a department employee who has been designated by the Association and the Association membership.

## **ARTICLE 2 MANAGEMENT RIGHTS**

### **Section 2.1**

It is understood and agreed that the Employer possesses the sole right and authority to operate and direct its employees and its various divisions, agencies, and operations in all aspects including, but not necessarily limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as modified by the terms of this Agreement.

## **Section 2.2**

These rights include, but are not limited to:

- The right to determine its mission, policies, and to set forth standards and levels of service offered to the populations served;
- The right to plan, direct, control, and determine the operation, and/or services to be carried out by its employees;
- The right to determine the methods, means, and number of staff needed to carry out its mission;
- The right to direct the workforce;
- The right to hire, assign, reassign, transfer, promote and to determine hours of work and shifts and assign overtime;
- The right to suspend, demote and dismiss in accordance with applicable statutes;
- The right to furlough and layoff employees;
- The right to make, publish, and enforce rules of personal conduct, procedures, policies, and regulations;
- The right to introduce new methods of operation, equipment, or facilities;
- The right to contract for goods and services;
- And the right to exercise all powers and duties granted by law.

The Governor and the Legislature have the sole authority to determine the budget for the Employer. Further, if at the sole discretion of the Governor, civil emergency conditions are determined to exist, including but not limited to riots, civil disorders, floods, tornadoes, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during a designated period of time. Should such a civil emergency occur and suspension of this Agreement become necessary, the Governor or his designee shall advise the Union of the nature of the emergency.

Rights listed in this Article shall be exercised in a manner consistent with specific terms of this Agreement.

## **ARTICLE 3 NO STRIKE OR WORK INTERRUPTIONS**

The Employer and the Union recognize that strikes, work interruptions or any type of work curtailments or slowdowns are prohibited in accordance with RSMo 105.530.

## **ARTICLE 4 NON-DISCRIMINATION**

### **Section 4.1**

It is the continuing policy of the Employer and the Association that the provisions of this Resolution shall be applied to all eligible employees according to federal laws, state laws, and the state personnel law, and department policy, without regard to race, age, sex, religion, color, national origin, political affiliation, disability or Association membership status or lack thereof.

All references in this Agreement to Employees of the male gender are used for convenience only and shall be construed to include both female and male employees.

## **ARTICLE 5** **ASSOCIATION BUSINESS**

### **Section 5.1**

- a) Association shall be permitted use of adequate and accessible space on Employer's bulletin boards, in accordance with the Department's policy D2-11.6 and this Agreement for communications with bargaining unit members in the staff assembly area, staff dining area and one more area agreed upon by the facility head and the Association.-

The Employer will permit, at each facility, the installation of up to two (2) bulletin boards purchased by the Association. If this occurs, the bulletin boards will be reserved exclusively for Association material provided the material is compliant with the policies and mission of the Department and this Agreement.

- b) The Employer shall be responsible for the installation of the bulletin boards. The information to be posted shall not be obscene, inflammatory, derogatory, or political except that election material listing who is running for the facility Representative position may be posted on such bulletin boards.
- c) The Employer agrees to provide additional space for the purpose of distributing Association information. When possible this location will be at the facilities main bulletin board area. Distribution of materials will occur during non-work time in non-work areas.
- d) Any material the Employer alleges to be in violation of this agreement shall promptly be removed by the Association or the Employer. If any material is removed by the Employer, the Employer agrees to immediately notify the Association of such actions and the reasons for removal as soon as reasonably possible. This matter, if disagreement exists, may be grieved.

### **Section 5.2**

- a) The Association Representative / designee shall be allowed contact with employees during their work time on Employer's premises when preparing grievances under this agreement provided such contact does not interfere with operations, as reasonably determined by Employer. Before engaging in any activity or leaving the duty station the Representative / Designee, shall obtain the permission of their immediate supervisor who is not a member of the bargaining unit. The Representative / Designee shall state the nature of the business, locations and employees to be visited. Permission shall not be unreasonably denied. This should not interfere with the work of the state.
- b) The Association agrees to provide the Employer with the names of its representatives and alternates and their respective jurisdiction. Employer shall recognize no more than one (1) representative for each eighty (80) employees per facility plus appropriate alternates. No more than three (3) alternate representatives shall be designated per institution. Arrangements for representation or assistance will not delay the proceedings.
- c) Employer shall recognize Representatives at any new facility in the same manner.

### **Section 5.3**

- a) Because of the secure environment of the Department's facilities, recognized representatives of

the Missouri Corrections Officers Association will be permitted reasonable access to employees immediately before or after shift changes to discuss / resolve work problems and grievances. Access will also be granted for meetings with management at mutually agreeable times and to post information on bulletin boards. Prior to admission to the facility the Association Representative shall state to the institution head or designee the need to conduct Association business and the persons to be contacted. Such access shall not be unreasonably denied.

- b) An area designated by the employer shall be used by the Association Representative to meet with employees, pursuant to this section.
- c) Employees when conferring with Association about work related problems shall have the right to privacy.

#### **Section 5.4**

- a) Consistent with the staffing needs of the Employer, the leave approval provisions of this Agreement, the policies of the Department and the Rules of the Personnel Advisory Board, the Employer agrees to allow Representatives the use of annual or compensatory time and / or leave without pay for Association training / meetings. This time shall not exceed fifteen (15) days per year per Representative.
- b) Consistent with staffing needs the Employer may grant leaves of absence without pay for Representatives for the purpose of engaging in Association activities under the leave of absence rules of the Personnel Advisory Board (1 CSR 20-5.020(7)). The leave may be for a period of up to twelve (12) months, which may be extended.
- c) Prior to entering into meet and confer, the parties will meet to develop and agree to ground rules. Employer agrees to grant administrative leave with pay for a minimum of two (2) employees for the purpose of participation in the meet and confer process. During the meet and confer process Association and Employer agree there will be no overtime accumulated. Any hours in excess of eight (8) hours per day will be at the Association or employees expense.

#### **Section 5.5**

When an employee is newly employed, Employer agrees to provide such employee, in addition to any other material which Employer provides new employees the following.

- a) A written notice provided by the Association and approved by the Employer stating that the Association is recognized as the exclusive bargaining representative of eligible employees employed by the Department of Corrections and that there is currently an Agreement in effect between Employer and Association concerning the terms , conditions and privileges of employment.
- b) Employer shall provide the Association with a copy of the quarterly training schedule showing the dates and locations of new Employee orientation / training classes at least seven (7) days in advance.
- c) Due to the extended basic training schedule which is unique to this Department, the Association shall be able to have an Association business Representative speak to new employees in the bargaining unit during the formal orientation / training class for approximately thirty (30)

minutes. The Association shall give the Department Chief of Training at least three (3) days notice that it wishes to have a representative deliver a presentation.

#### **Section 5.6**

Employees and /or the Association shall be permitted to distribute Association literature pursuant to this Agreement and Department of Corrections policy. Such distribution will occur during non-work time in non-work areas.

### **ARTICLE 6 PAYROLL DEDUCTION OF ASSOCIATION DUES**

#### **Section 6.1**

If authorized by an employee on the designated form, the Department shall request the Commissioner of the Office of Administration to deduct Association dues from the wages and salaries of the employee. Under Office of Administration procedures Employer shall remit deductions to the Association to the address provided by the Association. No deductions shall be made for initiation fees, fines, or assessment.

#### **Section 6.2**

Before there are any payroll deductions for an employee, the earnings must be regularly sufficient after other legal and required deductions to cover the amount of prorated semi-monthly Association dues. When an employee is in non-pay status for an entire pay period, no deduction shall be made from future earnings to cover that pay period. If an employee is in a non-pay status during only part of a pay period, and if the wages and salaries are not sufficient to cover the entire dues deduction, no deduction shall be made. Both parties recognize that deductions such as social security and federal and state income tax shall have priority over Association dues.

#### **Section 6.3**

Employer shall deduct Association dues on the next available payroll period following the receipt of the written authorization by the appropriate and designated Department of Corrections Personnel employee.

#### **Section 6.4**

If the Employer over withholds an amount from an employee's wages and salaries and remits the same to the Association, the Association agrees to immediately refund overpayment to the employee upon notification by the Employer.

#### **Section 6.5**

Neither party shall intimidate, coerce, harass, or compel any employee to agree or disagree to a payroll deduction, nor shall either party intimidate, threaten, coerce or compel an employee to stop deductions from their wages.

#### **Section 6.6**

The association agrees to and shall indemnify and hold harmless the State of Missouri, or any of its officers or agents, from any and all claims, demands, suits, or any other actions arising as a result of this article or from complying with any requests for termination under this article.

## **Section 6.7**

Any employee who has previously submitted a written authorization for voluntary deduction of membership dues to the Association may revoke the authorization by submitting a written statement stating their wish to stop dues deductions to the personnel manager at the facility in which they are employed.

The Association will provide pre-paid post card forms for employees to complete and submit to the personnel or payroll office of their facility. The personnel or payroll office will keep a copy of this card for their records and mail the original revocation card to the Association.

The deduction will be stopped on the next available payroll period following the receipt of the written revocation statement by the appropriate and designated Department of Corrections Personnel employee.

## **Section 6.8**

The Office of Administration shall provide the Association a monthly or semi-monthly list of employees who have Association dues deducted. This shall be provided to the Association on a semi-monthly basis.

## **Section 6.9**

The Office of Administration shall provide to the Association a list of employees eligible to be in the bargaining unit. This list shall include name, job classification and job location. This shall be provided to the Association on a quarterly basis on computer disc or email in Microsoft Excel format.

# **ARTICLE 7**

## **EMPLOYEE RIGHTS**

### **Section 7.1**

- a) A bargaining unit employee shall be entitled to advice or assistance by a coworker or a representative of the Association if the employee reasonably believes a matter may lead to disciplinary action. The employee will be notified three (3) business days in advance of the scheduled meeting. It will be the sole responsibility of the employee to contact the Association for assistance/representation and to allow ample notification for adequate advice or assistance.
- b) The arrangements for advice or assistance shall not delay the proceedings. Employees will not withhold information from his/her superiors or co-workers which affects or could affect the ongoing operations of the state government or the department.

### **Section 7.2 Performance Appraisals**

All bargaining unit employees shall receive a timely performance evaluation completed by their immediate supervisor and reviewed by the next higher level of custody supervision, within the month that it is due.

### **Section 7.3 Other Performance Documentation**

- a) The Employer agrees that counseling is an effort on the part of a supervisor to provide an Employee, positively or negatively, significant feedback regarding on the job activity. It is meant to be a device, clarifying what has occurred and what is expected. Counseling shall not be

disciplinary in nature and should have constructive goals, such as assisting in Employee development, or teaching or modifying behavior. The Employer agrees that all performance related entries concerning counseling shall be initialed by both the supervisor and the employee. Entries not initialed by the employee should be noted as such and may contain a written statement from the employee concerning the entry and explaining the reason(s) the employee declined to initial the entry. Upon verbal or written request, the employee will be provided a copy of any documentation at the time of such documentation. Initialing the performance documentation indicates that the Employee has received and reviewed the documentation and does not mean that the Employee agrees with the documentation and to encourage employees to initial the documentation in order to minimize disputes about whether or not the employee had received the documentation.

- b) All supervisors will keep an employee performance file. This file is to remain confidential, but will be available for review by the employee in the presence of the immediate supervisor. At the request of the employee, an Association representative may also be present and review these files. The Employee name and title and the supervisors name will be entered on the Performance Log.

#### **Section 7.4**

Employees shall have reasonable access to their official personnel file, personnel working file, performance appraisal file, training records, and health file. One copy shall be made available upon an employee's request and the employee will be responsible for making their own additional copies outside of their facility. The Employer will provide a reasonable number of additional copies upon request. All negative entries placed in these files shall be signed and dated by the individual making the entry and shall be presented to the Employee for counter-signature no more than five (5) working days after the entry. If the Employee chooses not to countersign such fact shall be noted on the document, and the individual making the entry shall explain to the Employee that in accordance with this Agreement employee may present written documentation why they are in disagreement with the entry made. Copies of complete disciplinary actions need to be signed and counter-signed as the Employee is given a copy of the action. Complimentary entries shall also be placed in the employee's performance files.

#### **Section 7.5**

The Employer and Employees agree that offenders, as well as unauthorized staff, shall not have access to personnel information about Employees.

#### **Section 7.6**

- a) Employer shall maintain an Employee information center in each facility. This information center shall be available to employees on each shift. A copy of State Personnel Law, the Departments General Administrative Manual, the Institutional Service Manual, Facility Standard Operating Procedure Manual, Post Orders, and a copy of this Agreement shall be available at the Employee Information Center. Employees shall report any missing items to the facility Personnel Office so the items can be replaced. The Employer shall submit this information to the Association in compact disc form compatible with Microsoft Word Format when such becomes available.
- b) Upon request Employer agrees to make available information regarding ADA, FLSA, and FMLA.

c) Association shall be provided by the Employer with a copy and updates of the Departments Administrative Manual and the Institutional Services Manual. The Employer shall submit this information to the Association in compact disc form compatible with Microsoft Word Format when such becomes available.

### **Section 7.7**

- a) Employees have a right to suggest changes in facility practices and policies or Department practices or operating regulations.
- b) Employees have the right to participate in the management of the Association and to act for the Association in the capacity of representatives including but not limited to, presentation of its views to elected official, the general public, or other appropriate authority.

### **Section 7.8**

Employer shall respond to employees' written request for time off, using sick leave, within forty-eight (48) hours of application for scheduled medical appointments. Written verification of the appointment may be requested by the Employer.

### **Section 7.9**

Employer is responsible for compensatory time off and proper staffing of facilities. Employees may request to utilize compensatory time. The Employer will respond to the Employee's written request either approved or denied no later than fourteen (14) days after receiving the request. Employer will provide fourteen (14) days prior notice before scheduling mandatory compensatory time reduction.

### **Section 7.10**

The Employer is responsible for scheduling annual leave and proper staffing of facilities. Employees may request to utilize annual leave. The Employer will respond to an Employee's written request by returning Employee's written request either approved or denied no later than fourteen (14) days after receiving the request.

### **Section 7.11**

Employer agrees that each Employee shall be granted up to two weeks of guaranteed vacation each year. This leave shall be applied for in January each year. This leave shall be granted on a seniority basis only, and guaranteed vacations shall be posted no later than February fifteen (15) of the same year.

## **ARTICLE 8 BIDDING**

The Employer and the Association agree that in order for the Department of Corrections to operate as efficiently and effectively as possible while maintaining an appropriate level of objectivity in the assignment of custody staff positions, such assignments shall be made in accordance with the Department's policy, D2-2.22, Job Assignment Bids.

This policy provides, among other things, that eligible candidates will be evaluated based on:

- a) Seniority within the classification;
- b) The ability to perform the duties of the posted position;
- c) The performance appraisal.

If an employee who is not awarded a bid for an assignment believes that the decision was based on factors other than those listed above, he or she may file a grievance. In this circumstance, if the bid was not awarded in accordance with these criteria, the employee who was awarded the bid will be returned to their previous assignment and the employee who best meets the bidding criteria will be awarded the bid.

If the previous position of the employee who was originally awarded the bid is not available either, because it has been eliminated or another employee has bid into this position, then the employee will be assigned to an available position in accordance with Section 13.3 of this Agreement.

## **ARTICLE 9** **EMPLOYEE DISCIPLINE**

### **Section 9.1**

Disciplinary action may be imposed upon an employee for cause. The Employer shall make its decision regarding discipline as soon as possible after consideration of all facts involved in the matter. The employer reserves the right to impose any level of discipline that is for the good of the service.

The parties agree that corrective action is neither punitive nor disciplinary in nature. Corrective may include, but is not limited to verbal and written counseling, log entries and performance evaluations.

### **Section 9.2**

- a) If an employee is questioned about a matter that he/she reasonably believes may result in demotion, suspension or dismissal, the employee shall at their request be entitled to advice or assistance by a co-worker of their choice, who may be a local Association representative.
- b) Before referring a matter to the Division Director which may result in the imposition of discipline, the Chief Administrative Officer or Designee shall schedule a meeting with the employee. The employee shall have the right to assistance / representation from a co-worker of their choice. The employee shall be informed in writing of their rights to representation before the meeting begins. The employee will be given at least three days notice in advance of the meeting to gather information and prepare for the meeting. Arrangements for obtaining coworker advice or assistance will not delay the proceedings. The purpose of the meeting is to inform the employee what the allegations against them are and to allow the employee an opportunity to respond. Failure of the employee to attend will not prevent the Chief Executive / designee from referring the matter to the Division Director.
- c) The employer shall attempt to hold these meetings during the normal work time of the employee. If this cannot be done the meetings should be before the employees shift or immediately following their shift and shall be considered work time.

- d) The employee will at no time withhold information pertaining to the issue at hand that could affect the operations of the State. Both parties agree all information exchanged shall be exchanged in accordance with applicable statutes, regulations and/or policies.

### **Section 9.3**

If an employee is suspended for more than five working days, demoted for cause or dismissed such employee shall have the right to appeal to the Personnel Advisory Board.

### **Section 9.4**

An employee who is required to take any form of truth verification test (e.g Polygraph, CVSA, etc.) shall have the right to representation during all steps of the test and or questioning. The representative may advise and assist the employee. However, during the test the representative will remain quiet and observe only. The test results shall not be the sole basis for disciplinary action against the employee.

### **Section 9.5**

Employees under investigation should be informed of the outcome once the investigation is entirely complete.

If an investigation results in disciplinary action that is appealable to the Personnel Advisory Board, the employee being disciplined will upon the employee/association's written request and at the expense of the employee/Association, be provided with a copy of any existing audio recording of their investigation interview. Such recording will be limited to only the interview(s) of the employee being disciplined and will contain only the information directly related to the discipline. The recording will be provided to the employee within 3 days of their request.

When the investigator and the individual being interviewed have a mutual agreement that the recording should be interrupted, paused, or stopped, the recording will be suspended until such time as both parties mutually agree that the recording should again proceed. Prior to the suspension of the recording, the investigator will state that the recording device is being stopped and the time the recording is being stopped. The individual being interviewed will acknowledge their agreement or disagreement with the suspension of the recording. These statements shall be captured on the recording media. If the individual being interviewed does not agree to the suspension of the recording, the recording device will continue to record. If the interview is suspended and later resumed, the investigator shall make a recorded statement of the date and time the recording device was reactivated and the interview resumed.

The parties agree that the information on the tape shall be used only for matters pertaining to the disciplinary/appeal proceedings and shall not be distributed to any other party(ies). Any employee who uses or distributes this information in a manner other than as specified in this Section will be subject to disciplinary action up to and including dismissal.

In the event that the appointing authority determines that the information on the tape may pose a threat to the safety or security of the Department's operations, the provisions of this section may be waived and the tape will be withheld.

## **Section 9.6**

In the event of an investigation or discipline by the appointing authority, the employee may request advice and assistance from an approved bargaining unit representative from the Missouri Corrections Officers Association office.

# **ARTICLE 10 ATTENDANCE & LEAVE**

## **Section 10.1 General Provisions**

All leave will be governed by the provisions of 1 CSR 20-5 of the rules of the Personnel Advisory Board and the Office of Administration / Division of Personnel. All forms of paid leave may be used in ¼ hour increments

## **Section 10.2 Holidays**

The Employer shall grant holidays as provided for in 1 CRS 20-5.0 10 (2) (A) of the rules of the Personnel Advisory Board and the Division of Personnel. Additional holidays may be granted by the Governor or the President of the United States. Nothing in this Agreement shall be construed to establish any right to a paid holiday. The Employer shall grant paid holidays as provided for in the rules of the Personnel Advisory Board and Division of Personnel and in accordance with State laws.

## **Section 10.3 Holiday During Vacation**

When a holiday fall on an employee's regularly scheduled workday during the employee's vacation period, the employee will not be charged annual leave for the holiday.

## **Section 10.4 Payment Upon Separation**

Upon separation due to resignation, layoff or dismissal, the employee shall be paid for all compensatory, holiday, and annual leave time accrued but not used upon their exit from employment. In the event of the death of an Employee all accrued compensatory and annual leave time shall be paid to the Employee's beneficiary (ies) or the Employee's estate.

## **Section 10.5 Attendance in Court**

Any employee called for jury duty or in compliance with a subpoena to appear in court or before a judge, any legislative committee or any officer board or body authorized to conduct any hearing or inquiry, except when the employee is a plaintiff or defendant in a cause of action not arising out of employment shall be allowed time away from work with pay. When an employee is a plaintiff or defendant in a case not arising out of employment he/she may use accrued annual or compensatory leave or leave without pay. Employees who appear as witnesses in official capacity may not retain any witness fees and shall surrender any such payment to the Employer.

## **Section 10.6 Promotional Examinations/Promotional Interviews**

Employees shall be granted administrative leave, when possible, to participate in promotional examinations and interviews for positions in the Department of Corrections. Approval will be by the facility head at the work location the employee is assigned. Appropriate travel time, accruing during work hours, will be considered in the granting of administrative leave. This shall not serve to extend the workday or cause overtime to be earned.

## **Section 10.7 Sick Leave**

- a) If all accumulated sick leave has been exhausted and the employee is still unable to return to work the employee may, with a doctors certification of illness utilize compensatory or annual leave in lieu of sick leave as defined in D2-8.3.
- b) Sick leave may be used when an employee is incapacitated for the performance of assigned duties by sickness or injury, or by pregnancy, child birth and recovery from them or periods of time required for medical, surgical, dental or optical examination or treatment, or where the employee has been exposed to contagious disease and the employee's presence on the job might jeopardize the safety of other staff or offenders.

Sick leave may also be used for loss of time due the illness of the employee's spouse, children, other relatives or members of the employee's household, which requires the employee's personal care and attention shall be charged against the employee's accumulated sick leave. The final decision concerning the granting of leave under this section shall rest with the appointing authority and shall be based upon the degree to which the employee is responsible for providing personal care and attention.

- c) According to current Department policy (D2-8.3-III.D.2.c), if misuse/abuse of sick leave is suspected the employee may be required in writing to produce a medical statement for any future use of sick leave. This directive will include a brief explanation of why the documentation is being requested. A copy of this directive will be included in the employees working performance file. If the Employer requires a second opinion the employee will be notified in writing of this decision and the employee will be seen by a physician of the Employer's choice at the Employer's expense. When the employee is required to obtain a second opinion it shall be considered work time.
- d) Sick Leave for employees of this bargaining unit will be handled in accordance with the terms of this Agreement and the provisions of 1 CSR 20-5.020 (2) and Department of Corrections policies and procedures.
- e) When medical verification of illness is required, it shall be the employee's sole responsibility to provide the employer with this verification. It is the responsibility of the Employer to file and maintain the statements.

## **Section 10.8**

Except in the case of Seniority Based Vacations, applications for leave may be submitted at any time during the year requesting leave up to twelve (12) months in advance. In this circumstance, leave must be earned before it can be requested. Such requests will be responded to within 14 days and shall be addressed on a first come first served basis. A reasonable effort shall be made to grant annual leave when requested, but granting leave is subject to approval of the shift supervisor based on the needs of the department.

## **ARTICLE 11 OVERTIME**

### **Section 11.1**

When overtime is deemed necessary by the Employer it will be assigned on a voluntary basis when possible. In the event there are not enough volunteers, mandatory overtime assignments shall be distributed equitably among all employees of the bargaining unit. A mandatory overtime list for each shift, which will initially be based on inverse seniority, will be established and maintained for the purpose of equitable distribution of mandatory overtime. Once an employee has worked up to two (2) hours of mandatory or voluntary overtime, his or her name shall be moved to the bottom of the list. When mandatory overtime is necessary it will be assigned beginning with the first Employee at the top of the list. In this circumstance, staff will be given as much notice as possible that they are required to work overtime.

### **Section 11.2**

The employer will comply with the Fair Labor Standard Act (FLSA), RSMo 105.935 and 1 CSR 20-5 regarding the accrual and payment of overtime.

## **ARTICLE 12 GRIEVANCE**

### **Section 12.1 Purpose**

The purpose of this article is to provide a satisfactory avenue to resolve grievances that arise in the work place between Employees and the Employer. The Employer and the Association recognize the importance of a timely resolution in these matters. This shall consist of grievances being filed in a timely manner by the Employees and a timely response from the Employer. If the Employer fails to issue a response in the time frame agreed upon the Employee shall have the right to move the grievance to the next step. The grievance will not revert back to the previous step unless agreed upon by both parties.

Nothing in this Article is intended to prohibit the Association from raising issues pertaining to conditions of employment of the employees in the bargaining unit throughout the life of this agreement. Such issues should generally be raised at the Zone Director level in order to be addressed in an efficient manner.

### **Section 12.2 Procedure**

All grievances shall be handled in accordance with the Department's policy, D2-10.1. Beginning at Step 1, a grievant may have a representative of the Association present for advice and assistance in meetings regarding grievances pertaining to issues covered by this agreement. The grievance steps and timeframes as they apply to the employees of this bargaining unit are listed below:

The parties agree that it is in the best interest of both parties to resolve grievances informally when possible. The informal resolution process must occur prior to filing a grievance but is not considered part of the formal grievance process. In order for the informal resolution process to be conducted effectively, only those parties necessary to reach an informal resolution should participate in this process. Employees will be permitted to have a co-worker serve as a witness in informal resolution meetings.

**Step 1**

The grievant shall present the grievance in writing to her/his section head within thirty (30) calendar days of the act or omission giving rise to the grievance, or within thirty (30) calendar days of when the employee through due diligence should have reasonably been aware of the act or omission. The section head may elect to meet with the employee and their representative and shall render a decision in writing within fifteen (15) working days of the receipt of the grievance.

**Step 2**

In the event the grievance has not been satisfactorily resolved at step one an appeal may be taken by the employee in writing to the chief administrative officer within ten (10) working days from receipt of the step one decision on the proper forms for such action.

If no agreement is reached, the chief administrative officer shall schedule a meeting within ten (10) working days of receipt of the grievance. The chief administrative officer will provide a response to the grievant within ten (10) working days of the meeting.

**Step 3**

In the event a grievance is not resolved at step two the employee may at that time within ten (10) working days of the receipt of the step 2 division file the grievance at the step three level to the appropriate division director.

The division director/designee may elect to hold a meeting to discover additional information. Within fifteen (15) working days of receipt of the complaint, the division director shall issue a written decision to the grievant.

**Step 4**

In the event the grievance is not resolved at step 3 and the employee wishes to continue, she/he may within ten (10) working days of the receipt of the step 3 decision, complete step 4 of the grievance to the department director. The department director/designee shall respond to the employee within 45 calendar days. This shall be the final step unless the issue qualifies to go to the Personnel Advisory Board or another appropriate agency or the courts.

**12.3 Time Limits**

- a) Grievances may be withdrawn at any step of the Grievance procedure. Grievances not appealed within the designated time frame will be treated as withdrawn grievances.
- b) The time limit at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.
- c) If the Employer does not answer a grievance or appeal within the specified limits, the Association may elect to consider the grievance/appeal denied and proceed to the next step in the grievance procedure.

## **ARTICLE 13** **SCHEDULES AND ASSIGNMENTS**

### **Section 13.1 Scheduling Practices**

Work schedules will be established by the Employer in compliance with this agreement and to meet work site needs. The Employer agrees not to change an employee's permanent schedule, except in the case of emergency or unusual circumstances, without first notifying the employees seven (7) days in advance of the changes, unless the employer and the employee mutually agree to make the change sooner. Nothing in this Article may be used to circumvent the bidding procedure.

### **Section 13.2**

- a) Rest Periods: Rest periods will be mutually determined by the Employer and the employees, and in accordance with current departmental policy D2-8.11. If a mutual determination for the rest period cannot be reached, the Employer will have the final determination in scheduling rest periods according to operational requirements.
- b) Meal Periods: Whenever possible, work schedules shall allow for a meal break as close to mid shift as possible. If shift hours and meal times where meals are provided at the work site do not coincide, meal breaks may be altered to fit the needs of the facility. Meal breaks will not be considered rest periods, and will be in accordance with current departmental policy D2-8.11.

### **Section 13.3 Changes in Work Schedule**

- a) Changes in duties or work assignment that do not require a change in shift or days off may be made as needed. If such reassignments are made on a temporary basis, the length of the temporary assignment will not exceed ninety (90) days unless approved by the Chief Administrative Officer.
- b) When changes to an employee's shift or days off occur due to a reassignment other than those that occur as a result of the elimination of the employee's assignment, occur the employee will be given as much notice as possible and practical under the circumstances to make the necessary arrangements for the adjustment. Notice of such changes will be at least 10 working days unless otherwise mutually agreed upon between the employee and his or her supervisor. In this circumstance the employee will not be able to use seniority to displace another employee from their assignment.
- c) When changes to an employee's shift or days off occur as the result of his or her position being eliminated the employee will be given as much notice as possible and practical under the circumstances to make the necessary arrangements for the adjustment. Notice of such changes will be at least 10 working days unless otherwise mutually agreed upon between the employee and his or her supervisor. If after due diligence, the employee is unable to make the necessary arrangement prior to beginning the new schedule, the Employer will grant an additional 10 days, unless to do so would unduly disrupt operations. In this circumstance the employee will not be able to use seniority to displace another employee from their assignment.
- d) Notwithstanding the above provisions, the employer may temporarily assign employees to a different work assignment on a daily basis. This provision will not be used on a consecutive basis for the purpose of circumventing the above procedures.

### **Section 13.4 Reinstated Positions**

In the event of a position being eliminated and then reinstated within 120 days, the employee who last held the position by bid shall have the opportunity to reclaim the job assignment. If that employee elects not to accept the position, then it shall be placed as an open bid using the guidelines established by Departmental policy and this Agreement.

## **ARTICLE 14 COMPENSATION**

The Employer and the Association recognize that the Missouri Corrections Officers Association will have the opportunity to annually appear before the Personnel Advisory Board to present testimony in support of salary increases, step increases, and re-positioning proposals for employees covered under this agreement. Whenever the Personnel Advisory Board makes such recommendations to the Governor and the Governor subsequently recommends to the legislature, the Employer will support the Governor's budget recommendations.

## **ARTICLE 15 INSTITUTIONAL CLOSINGS/LAYOFFS**

### **Section 15.1**

Employees who are transferred or laid off due to Institutional closings/department closings shall have the first opportunity to fill positions should the facility in which the employee was transferred or laid off should re-open. Seniority shall not be a factor other than bidding positions at the facility that is re-opening.

### **Section 15.2**

Employees who are transferred due to an Institutional closing shall retain the same Regular Days Off and the same hours of work for a period of 90 days.

### **Section 15.3**

Reinstatements from layoff in these circumstances will be governed by the rules of the Personnel Advisory Board (1 CSR20-3).

### **Section 15.4**

This Article shall be retroactive to the closing of the Central Missouri Correctional Center (CMCC).

## **ARTICLE 16 INSTITUTIONAL REALIGNMENTS**

### **Section 16.1**

The Employer and the Association understand that during the normal course of operations it may become necessary to realign job assignments at any given institution. Should this occur, and the process is expected to affect 50 or more of an institution's established bid positions, the Employer and the Association agree to discuss guidelines and procedures to be followed during the re-bidding and realignment process. This discussion shall occur no later than 7 calendar days prior to the effective date of the realignment so as to allow ample opportunity for the Association's input prior to any such changes becoming effective.

For purposes of this Article, realignment is defined as circumstances that require the creation, elimination or modification of existing custody posts which are filled subject to the bid process.

## Signatures

By affixing their signatures below, the Association (Missouri Corrections Officers Association) and the Employer (State of Missouri) agree that this shall be the only labor agreement governing the relationship between the parties for the specified period of time it is in effect. This agreement shall remain in effect from February 1, 2007 through and including, January 31, 2011.

For MOCOA:



Gary Gross  
Executive Director,  
Missouri Corrections Officers Association



Edward Tourville  
President,  
Missouri Corrections Officers Association



Everett Boyd  
Association Representative

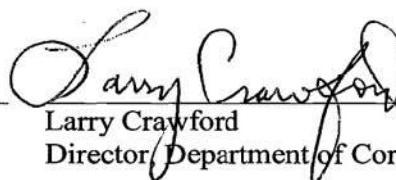


Cliff Coan  
Association Representative

For the State of Missouri:



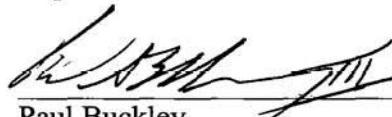
Richard M. AnBuchon  
Deputy Commissioner and Chief  
Counsel, Office of Administration



Larry Crawford  
Director, Department of Corrections



Terry Moore  
Director, Division of Adult Institutions,  
Department of Corrections



Paul Buckley  
Chief Negotiator  
Office of Administration

## **LABOR CONTRACT AGREEMENT AMENDED**

This amendment is entered into between the Missouri Corrections Officers Association (MOCOA), the State of Missouri Office of Administration, and the Department of Corrections.

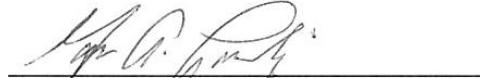
By affixing their signatures below, the parties agree to extend this Agreement through August 31, 2012 or until a new Agreement is reached, whichever occurs first.

For MOCOA:



Gary Gross, Executive Director  
Missouri Corrections Officers Association

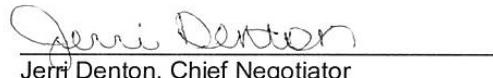
For the State of Missouri:



George A. Lombardi, Director  
Department of Corrections



Dave Dormire, Director  
Department of Corrections  
Division of Adult Institutions



Jerri Denton, Chief Negotiator  
Office of Administration